



**City of Biddeford  
Recreation Commission**

June 24, 2024 at 6:00 PM  
J. Richard Martin Community Center  
Room 8

Join Zoom Meeting Online  
Or call in by phone: +1 312 626 6799  
Meeting ID:  
Passcode:

1. Call to Order
2. Approval of Minutes
  - 2.a Approval of April minutes
3. Recreation Department Report
  - 3.a Director's Report
4. Community Group Liaison Updates
5. New Business
  - 5.a Clifford Park Management draft , Jason Saucier, Biddeford resident
  - 5.b Conservation Easement for Clifford Park
  - 5.c Attendance and Communication Policy for Recreation Commission
  - 5.d Clifford Park Mapping update
  - 5.e Gilbert Boucher Bath house update
6. Other Business
  - 6.a Playground RFP update
7. Public Addressing the Commission
8. Adjourn

To: Recreation Commission  
From: Lisa Thompson, CPRP, Recreation Director  
Report for June 24, 2024

### **Summer Programs:**

Currently offering 54 summer programs with 248 registrations, not including Summer Camp.

Summer Camp; 126 enrolled, approximately 30 seasonal staff. Staff training week of June 17 camp begins June 24 through August 16

Lifeguards: Lifeguard staff began their summer season June 15 and will continue at Pool, Fortunes Rocks and Rotary Beach through the end of August. Lifeguards and beaches are being overseen by Alisha Keezer, who has a tremendous amount of experience in this area as she began her career with Biddeford Rec as a lifeguard.

Parking Lot attendants have been hired and are working at Pool beach parking lot. Public Works has reconfigured the parking lot, removed the vegetation parking barriers and allowed for up to 93 spots.

### **Programming Updates:**

Cub Care 24-25 has an enrollment of 115 children and will begin at the end of August.

### **Other News:**

Our new Deputy Director, Erika Dube, began on Tuesday, June 11. We are very excited to have her expertise and leadership. Erika has worked the previous 14 years as the Deputy Director for the City of Saco Parks and Recreation.

### **Building updates:**

Our building maintenance staff has worked tirelessly updating and repurposing various spaces in the Community Center, with the goal of 100% utilization of all of our spaces. With Cub Care and Camp moving into the building, we expect to see more activity in the building and grounds. Brian Dunphe has stepped in as Interim Building Supervisor and done a tremendous job with his team.

## CONSERVATION EASEMENT

### Inhabitants of the City of Biddeford to Maine Coast Heritage Trust

The **INHABITANTS OF THE CITY OF BIDDEFORD**, a municipal body corporate and politic, organized and existing under the laws of the State of Maine, with a mailing address of P.O. Box 586, Biddeford, Maine 04005, (hereinafter "Grantor"), for consideration paid,

GRANT, without covenants, this Conservation Easement in perpetuity, pursuant to 33 M.R.S. §476 *et seq.*, as amended,

to **MAINE COAST HERITAGE TRUST**, a nonprofit corporation organized and operating in the State of Maine and whose mailing address is One Bowdoin Mill Island, Suite 201, Topsham, Maine 04086, its successors and permitted assigns (hereinafter referred to as the "Holder")

the following described Protected Property: Over, through, under and across certain parcels of land adjacent to or near Clifford Park off West Street, in the City of Biddeford, County of York, and State of Maine, being more particularly described in **Exhibit A**, and depicted in the sketch map entitled **Exhibit B**, both attached hereto and made a part hereof, (hereinafter referred to as the "Property" or the "Protected Property"), exclusively for conservation purposes as follows:

a CONSERVATION EASEMENT which shall run with the Protected Property and be binding in perpetuity upon Grantor, and its successors and assigns, pursuant to the Maine Uniform Conservation Easement Act, Title 33 M.R.S. Section 476 *et seq.*, as amended and successor provisions thereof, for the benefit of the general public, consisting of the following purposes, recitals, terms, and reserved restrictions and affirmative rights of Grantor herein, and the exhibits attached hereto, and the Baseline Documentation described hereinafter; all as hereinbelow set forth:

*WHEREAS, the Protected Property consists of approximately fifty-three (53) acres of undeveloped and predominantly forested coastal upland within and at the western edge of the Biddeford-Kennebunkport Vernal Pool Complex, important to Blandings turtles and spotted turtles; and*

*WHEREAS, the Protected Property has been acquired by Grantor with funding from Holder and with a grant from the Maine Natural Resources Conservation Program of The Nature Conservancy, a District of Columbia nonprofit corporation with a Maine office in Brunswick, Maine, in order to protect it as part of the Biddeford-Kennebunkport Vernal Pool Complex.*

*WHEREAS, the Protected Property remains in a highly scenic and entirely undeveloped condition that provides (1) important wildlife habitat values; (2) important traditional access to the forest and recreational opportunities for the general public in an area of increasing development pressure and closure of public access; and (3) scenic enjoyment to the general public when viewed in its existing entirely undeveloped state;*

NOW THEREFORE, it is the purpose of this Conservation Easement to provide significant public benefit by protecting and preserving in perpetuity the scenic and ecological character of the Protected Property, while assuring continuing opportunities for daytime non-motorized low-impact outdoor recreation, nature observation and study by the general public that are consistent with the protection of its scenic, habitat and ecological values, as follows:

**1. EXISTING CONDITIONS.**

As of the date of this grant, there are no structures on the Protected Property, other than culverts in streams and an asphalt platform in a stream crossing, and no surface alterations except for rustic unpaved footpaths and the easement for a right of way described in a deed recorded at the York County Registry of Deeds at Book 6974, Page 244, and depicted generally in Exhibit B. The Protected Property is substantially forested except for vernal pools and natural open areas important to wildlife habitat.

**2. LAND USE RESTRICTIONS.**

A. The Protected Property shall be held as one undivided parcel as described in Exhibit A and shown on Exhibit B, without further division, subdivision, partition, or other creation of parcels or lots. The Protected Property may not be conveyed or transferred except in its entirety, provided however, that any portion thereof may be conveyed to an entity that meets the requirements of a qualified assignee as set forth in subparagraph 3.C herein. The Protected Property may not be used to calculate or increase the permitted development density of land not subject to this Conservation Easement. Nothing herein should be construed to limit or prevent the Grantor from entering into additional restrictions on the Protected Property for the purpose of grant agreements with funders, provided all such restrictions are consistent with the conservation purposes hereof.

B. The Protected Property shall be used for conservation, education and low-impact outdoor recreation, nature observation and study by the general public; and shall not be used for, industrial, mining, or residential uses, nor to provide access, utilities, views, or other services for the benefit of other property, except to the extent that such rights already exist for the benefit of other property by deed or operation of law as of the date of this grant, in particular the access and utility easement described in Exhibit A and depicted in Exhibit B (Book 6974, Page 244), which shall not be altered, or increased in size or scope without the prior written consent of Holder.

C. No additional structures may be placed or constructed on the Protected Property except for boundary markers, commemorative or memorial plaques, and other minor and rustic structures designed to enhance the opportunity for low impact outdoor recreation, nature observation and study and to preserve the conservation values of the Protected Property, such as small unlighted directional and informational signs; minor habitat improvements; observation blinds; platforms, temporary structures for non-commercial camping and events; temporary privies, waste receptacles, and tents for events; storage sheds or boxes for equipment; and rustic trail improvements as necessary to minimize erosion, discourage unauthorized use by the general public, and protect fragile areas from over use. Utility and access structures and roadway improvements are permitted to the extent of the rights of others in the access easement described in a deed at Book 6974, Page 244, depicted in Exhibit B. In furtherance of the foregoing, the following structures are strictly prohibited: residential structures, outbuildings, gazebos, screen houses, docks, piers, barns, bleachers, permanent stages, paved platforms, major recreational improvements such as swimming pools, tennis courts, mud runs, athletic or sports or equestrian fields or courts or courses that require grading of the surface or extensive baring of mineral soils.

D. No excavation, filling, dredging, grading or other alteration may be made to the surface of the Protected Property except those caused by the forces of nature, except that Grantor shall have the right to alter the surface as necessary to:

- 1) install and maintain the structures permitted in subparagraph 2.C above; and
- 2) establish and maintain additional "rustic unpaved foot trails," which are defined as paths no wider than eight (8) feet in average tread width, that are designed to prevent rutting erosion or siltation into surface waters with appropriate signage and barriers to discourage use and access by the general public in motorized vehicles, other than seasonal snowmobiles and Grantor's maintenance vehicles.

All such surface alteration activity must be designed to preserve the scenic and natural appearance of the Protected Property, must be conducted in a manner to minimize erosion and run-off into the seasonal stream and vernal pools, and the disturbed surrounding area must be restored to a condition that blends with the undisturbed surrounding land.

E. No standing timber or live vegetation may be cut or removed on the Protected Property except (1) cutting necessary to install the structures permitted in subparagraph 2.C. and to conduct surface alteration activity permitted in subparagraph 2.D.; (2) cutting necessary to remove hazards to human safety and control active fire; and (3) pursuant to a forest management plan approved in advance and in writing by Holder, cutting necessary and appropriate to improve the scenic character of the Protected Property, enhance wildlife habitat and opportunities for wildlife observation, enhance the health of the forest, and to prevent or treat disease or exotic intrusion or reduce fire danger, which may include the removal of blowdowns and diseased or damaged vegetation, the establishment of firebreaks, and the natural regeneration or replanting and cultivation to maturity of indigenous forest plant species. Grantor shall endeavor in all such cutting and vegetation management activities to preserve the scenic forested landscape of the Protected Property when viewed from public roadways and trails on the Protected Property and Clifford Park, and to avoid disturbance of or intrusion into streams and vernal pools. Proceeds from permitted forest management will be used to manage the Protected Property for its conservation and public access uses.

F. No dumping, storage, or burial of waste materials of any nature is permitted on the Protected Property, except that slash and debris from permitted activities may be left on the Protected Property and other waste resulting from permitted uses shall be stored in appropriate containment for removal at reasonable intervals.

G. The Protected Property shall remain available to the general public for day-time pedestrian low-impact outdoor recreation, nature observation and study, provided however, Grantor and Holder may mutually agree to close the Protected Property to public use, temporarily or permanently, in part or in whole, or for certain uses, in the interest of protecting the scenic, habitat, and ecological values of the Protected Property consistent with the purposes of this Conservation Easement. In particular, any public use that results in rutting of the surface, erosion, or siltation into surface waters must be curtailed. Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.. section 159-A, et seq. as amended and successor provision thereof (The Maine Recreational Use Statute), the Maine Tort Claims Act, and under any other applicable provision of law and equity. Nothing herein shall be

construed to grant the general public or any member thereof standing to enforce this conservation easement.

H. Grantor shall not grant permission to use the Protected Property for motorized vehicular use, except for their own and Holder's management purposes, wheelchair access, and access in emergency circumstances. If a trail is built as contemplated hereunder, Grantor agrees to install signage at the trail heads to prohibit motorized vehicular use and reasonable barriers to discourage motorized access, other than seasonal snowmobiles and Grantor's maintenance equipment.

### **3. AFFIRMATIVE RIGHTS GRANTED TO HOLDER**

A. Holder shall have the right to prohibit or limit any use of the Protected Property, otherwise permitted hereby, that is conducted in a manner detrimental to the conservation purposes of this Easement, including those rights set out in 2(G), above.

B. Holder shall have the right to enter the Protected Property by any reasonable means, at any time, for the purposes of monitoring the condition and uses of the Protected Property for compliance with this Conservation Easement, Holder shall have the right to enforce this Conservation Easement at law or in equity, including the right to require restoration in the event of a breach, subject to naturally occurring changes.

C. Holder shall have the right, after notice to Grantor and an opportunity to confer, to assign its rights and interests under this Conservation Easement to another qualified Holder, defined at Title 33 M.R.S, section 476(2), as amended, that commits to carrying out the purposes of this Easement.

D. Holder shall have the right to have its name and its conservation role in preserving the Protected Property acknowledged in any signs or publicity identifying the Protected Property, or part thereof, as a nature preserve open to the public. Holder may install such signs at the entrance to the Protected Property and at the entrance to Clifford Park off West Street, or at Grantor's request, may approve signs installed by Grantor.

E. After consultation with and written notice to Grantor, and at reasonable times Holder has the right, but not the obligation, to (1) conduct ecological and other natural resource inventories to identify occurrences of rare, threatened, endangered, or listed species, and exemplary natural communities, (2) conduct research studies and establish scientific monitoring plots or equipment, and (3) manage invasive or nuisance non-native species and improve wildlife habitat.

F. Holder and Grantor have the right to amend this conservation easement in accordance with Title 33 M.R.S., section 477-A(2).

### **4. GENERAL TERMS AND PROVISIONS.**

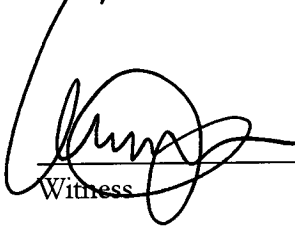
A. Holder is not responsible for control, maintenance and upkeep of the Protected Property nor for payment of taxes or any other charges attributable to the Protected Property, and Grantor shall defend and indemnify Holder therefrom.

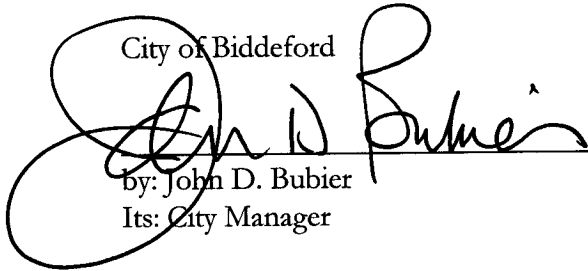
B. If uncertainty should arise in the interpretation of these easements and restrictions, judgment should be made in favor of preserving the Protected Property in its natural and scenic condition, and as wildlife habitat, and in favor of preserving the opportunity for public use to the extent that such use is consistent with protection of its scenic, wildlife habitat and ecological values.

C. By execution and delivery of this deed and the reserved Conservation Easement herein, the Grantor agrees to be bound by the terms of this Conservation Easement.

D. By acceptance of this deed, Maine Coast Heritage Trust, on behalf of itself, its successors and permitted assigns, to accept the rights and obligations as Holder thereof, pursuant to Title 33 M.R.S.A. Section 476 et seq. and successor provisions.

IN WITNESS WHEREOF, the Inhabitants of the City of Biddeford, have caused this Conservation Easement to be signed in its corporate name, by John D. Bubier, its City Manager, duly authorized, on this 4<sup>th</sup> day of February, 2011.

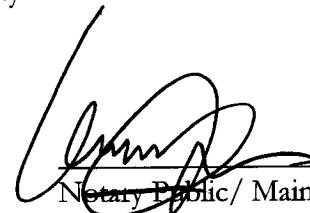
  
\_\_\_\_\_  
Witness

City of Biddeford  
  
\_\_\_\_\_  
by: John D. Bubier  
Its: City Manager

STATE OF MAINE  
COUNTY OF YORK.

Date: 2/4, 2011

Then personally appeared the above named municipal officer of the City of Biddeford, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Inhabitants of said municipality.

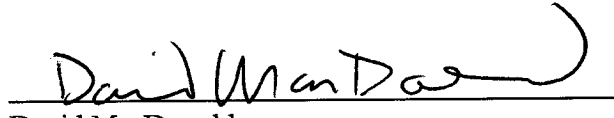
Before me,   
\_\_\_\_\_  
Notary Public / Maine Attorney

Kerry R. Jacques  
\_\_\_\_\_  
Print name  
My commission expires:

## HOLDER ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by the **Maine Coast Heritage Trust** and **Maine Coast Heritage Trust** does hereby accept the foregoing Conservation Easement, by and through David MacDonald its Director of Land Protection this 1st day of February, 2011.

## MAINE COAST HERITAGE TRUST

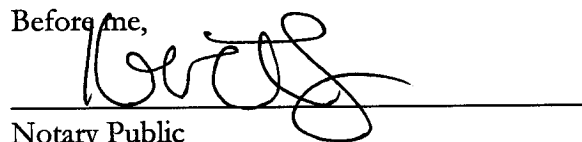
  
David MacDonald  
Director of Land Protection

## ACKNOWLEDGMENT

STATE OF MAINE  
COUNTY OF HANCOCK

February 1, 2011

Personally appeared David MacDonald, the Director of Land Protection of the above-named **Maine Coast Heritage Trust** and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,  
  
Notary Public

Typed or printed name of Notary HEIDI K. SMALLIDGE  
My commission expires: Notary Public, Maine  
My Commission Expires June 15, 2012

SEAL

**EXHIBIT A**  
**Legal Description of the Protected Property**  
**Page 1 of 3**

The Protected Property is a certain lot or parcel of land situated in the City of Biddeford, County of York and State of Maine, bounded and described as follows:

A certain portion of a lot or parcel of land, with any improvements thereon, situated off but not adjacent to Atlantic Street and Pool Street in the City of Biddeford, County of York and State of Maine, being more particularly described as follows:

Beginning at the most northwesterly property corner of the herein described parcel of land, being a portion of the land described in a deed recorded in the York County Registry of Deeds in Deed Book 1804, Page 118 and the most southwesterly property corner of the land now or formerly of Peter P. Kolar Jr. as described in a deed recorded in the registry in Deed Book 15477, Page 341 and along the easterly property line of the land now or formerly of the City of Biddeford as described in a deed recorded in the Registry in Deed Book 473, Page 14;

Thence, by and along the land of said Kolar, following a magnetic bearing of South 69°-19'-37" East, a distance of 499.21 feet to the land now or formerly of Stacy L. Fortier and Troy C. Fortier as described in a deed recorded in the Registry in Deed Book 8663, Page 81;

Thence, by and along the land of said Fortier, South 44°-33'-32" West, a distance of 730.68 feet to the most southwesterly property corner of the said land of Fortier;

Thence, by and along the land of said Fortier, South 45°-13'-28" East, a distance of 264.04 feet to the land now or formerly of the City of Biddeford as described in a deed recorded in the Registry in Deed Book 601, Page 397;

Thence, by and along the land of said City of Biddeford, South 46°-01'-32" West, a distance of 2278.34 feet to the land now or formerly of Gervais Dube Properties as described in a deed recorded in the Registry in Deed Book 10746, Page 109;

Thence, by and along the land of said Gervais Dube Properties and the land now of formerly of Sarah Lefferts and Steven Lefferts as described in a deed recorded in the Registry in Deed Book 15719., Page 820, South 47°-09'25" West, a distance of 311.26 feet to the land now or formerly of Michele A. Kroeze and Edgar A. Kroeze as described in a deed recorded in the Registry in Deed Book 14384, Page 125;

Thence, by and along the land of said Kroeze and the land of the following abutters, Michael J. Hctor and Lorraine B. Hctor Deed Book 15480, Page 306, Robert F. Gaudette Jr. Deed Book 5370, Page 54, and Brian R. Lajeunesse as described in Deed Book 6166, Page 176, North 44°-38'-57" West, a distance of 421.93 feet to the land now or formerly of Joseph K. Gobel and Margaret M. Gobel as described in a deed recorded in the Registry in Deed Book 3359, Page 229;

**Exhibit A Page 2 of 3**

Thence, by and along the land of said Gobeil, North 40°-13'-29" West, a distance of 238.26 feet to the land to be retained by the herein Grantor Alfred R. Boutin Jr;

Thence, by and along the retained land of Boutin, North 45°-36'-18" East, a distance of 957.74 feet;

Thence, by and along the land of said retained land of Boutin, North 43°-39'-10" West, a distance of 167.82 feet;

Thence, continuing by and along the retained land of Boutin, South 46°-20'-50" West, a distance of 170.00 feet;

Thence, continuing by and along the retained land of Boutin, North 43°-39'-10" West, a distance of 100.00 feet to the southerly sideline of Atlantic Street and a position on a curve to the left in said streetline of Atlantic Street;

Thence, by and along the curve in said streetline, having a radius of 50.00 feet, a arc distance of 71.11 feet to the land now or formerly of to the land now or formerly of Janet P. Michaud and Daniel R. Michaud as described in a deed recorded in the Registry in Deed Book 7488, Page 80;

Thence, by and along the land of said Michaud, North 57°-37'-39" East, a distance of 40.00 feet;

Thence, continuing by and along the land of said Michaud, North 17°-55'-43" East, a distance of 129.38 feet to the land now or formerly of Lisa M. Hout and Conrad R. Hout as described in Deed Book 8167, Page 203;

Thence, by and along the land of said Hout and the land now or formerly of Dianne P. Caddigan as described in Deed Book 8150, Page 98, North 46°-22'-47" East, a distance of 622.57 feet to the land now or formerly of the City of Biddeford, as described in a deed recorded in the Registry in Deeds in Book 473, Page 14;

Thence, by and along the land of said City of Biddeford, South 43°-37'-13" East, a distance of 164.81 feet;

Thence, by and along the land of said City of Biddeford, North 46°-04'-22" East, a distance of 1463.77 feet to the Point of Beginning.

The above described parcel of land contains 2326892.1 square feet or 53.82 acres of land.

Bearings are based upon Magnetic North 2010.

The above described parcel of land is subject to an access easement benefitting the inhabitants of Biddeford as described in a deed recorded in the York County Registry of Deeds in Deed Book 6974, Page 246.

CliffordParkExp.Biddeford.CE.sigfinal 013111

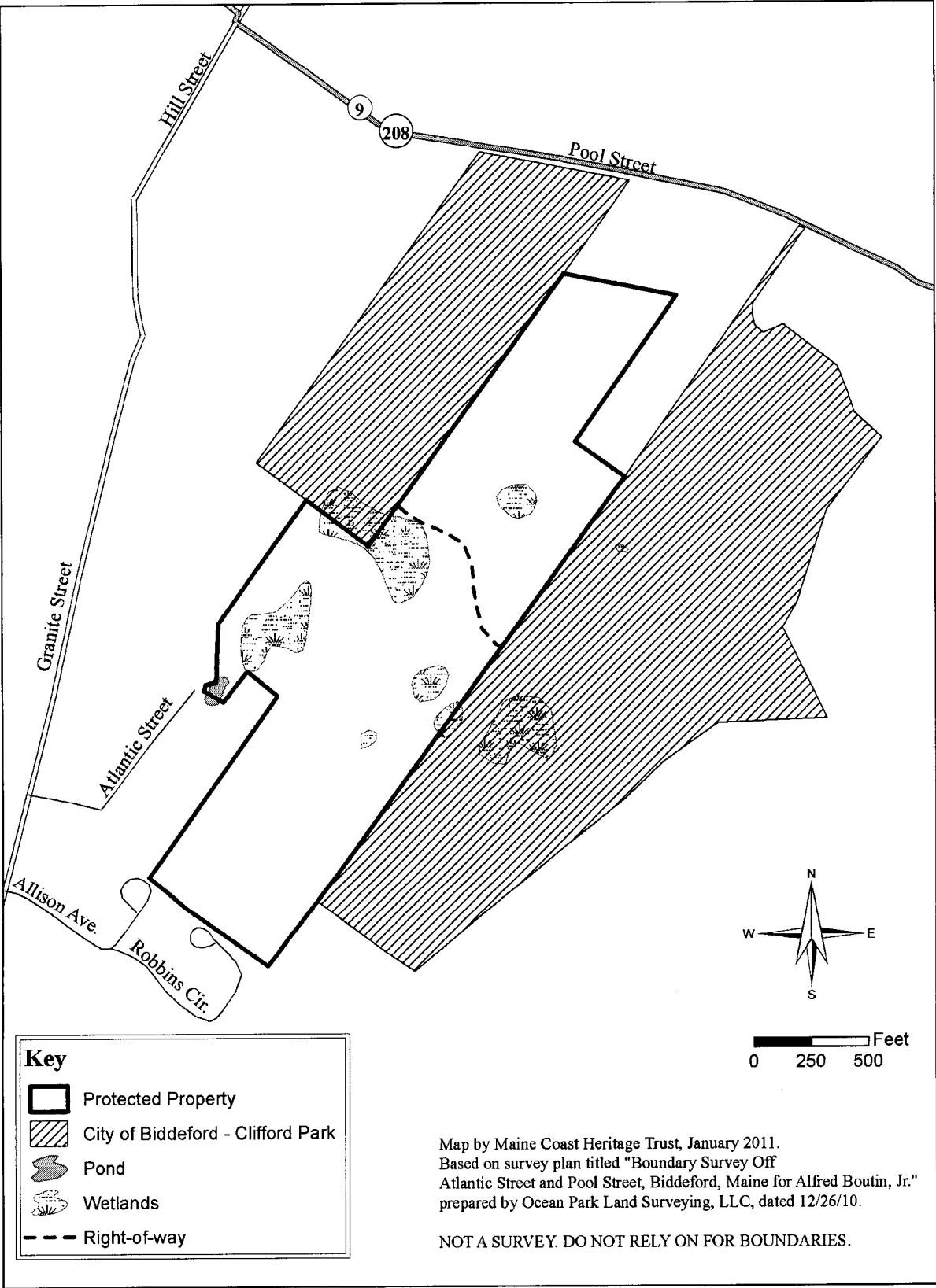
**Exhibit A**  
**Page 3 of 3**

The above described parcel of land is a portion of the land conveyed from George E. Brickates to Alfred L. Boutin by virtue of a deed recorded in the York County Registry of Deeds in Deed Book 1804, Page 118.

With the benefit of an access easement for its monitoring and enforcement purposes over the access right of way depicted in Exhibit B, conveyed by Alfred L. Boutin to the Inhabitants of the City of Biddeford, by a deed dated March 10, 1994, and recorded at the York County Registry of Deeds at Book 6974, Page 244.

# EXHIBIT B

## Sketch Map of the Protected Property

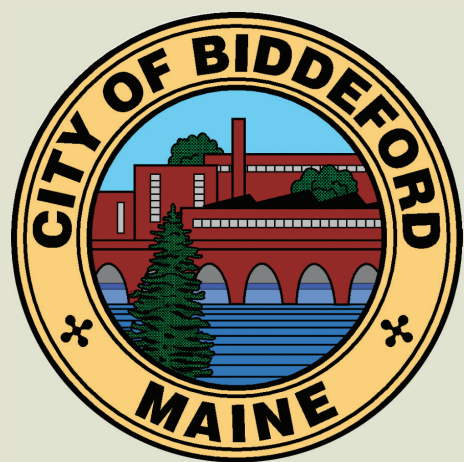


Keith Fletcher  
Maine Coast Heritage Trust  
1 Bowdoin Mill Island, Suite 201  
Topsham ME 04086

10p99

END OF DOCUMENT

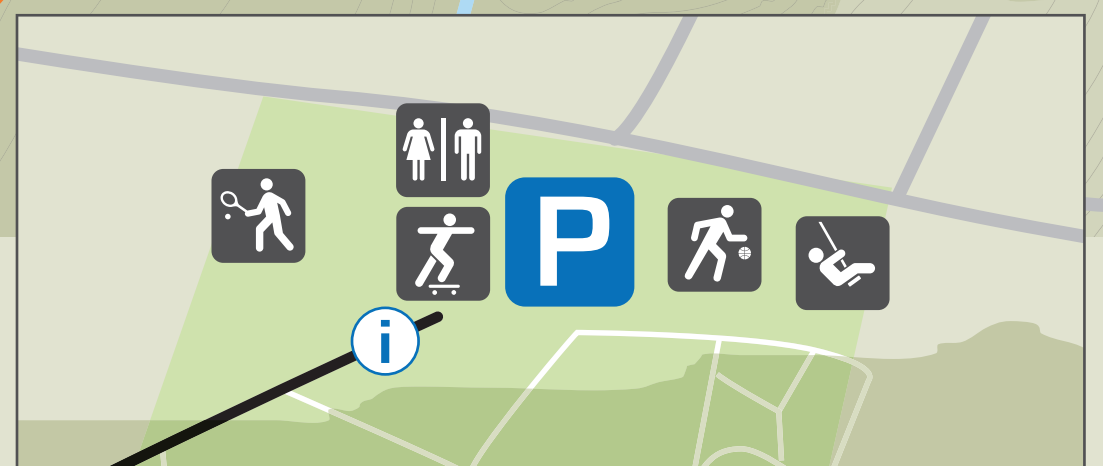
# Clifford Park



Clifford Park is owned and maintained by The City of Biddeford and it's Citizens.

Find Information on events and volunteering at the Friends of Clifford Park or Biddeford Recreation Facebook Pages

For emergencies while in the park dial 911. For non-emergency calls contact Biddeford Police at 282-5127 or Biddeford Recreation at 207-283-0841.



- Clifford Loop Trail
- Vines Loop Trail
- Quarry Trail
- Philips Trail
- Spencer Trail
- Sokokis Trail
- Pepperell Trail
- Jordan Trail

